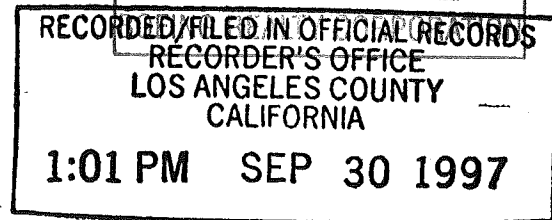
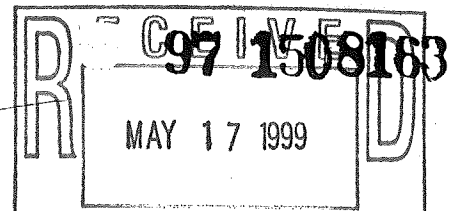


FIRST AMERICAN TITLE CO.
OF LOS ANGELES

WHEN RECORDED MAIL TO:

SUNSHINE DISTRIBUTION, L.P.
970 WEST 190TH STREET, SUITE 220
TORRANCE, CALIFORNIA 90502
ATTN: MR. STEPHEN G. HOY

ORDER NO. 9630322-21



SPACE ABOVE THIS LINE FOR RECORDER'S USE

FEE \$ 65 F 18

TITLE(S)

D.A. FEE Code 20 \$ 4.00

SIDEYARD AND DRIVEWAY EASEMENT AND MAINTENANCE
AGREEMENT

DOCUMENTARY TRANSFER TAX \$
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
Signature of Declarant or Agent determining tax. Firm Name

"This is a conveyance of an easement and
the consideration and value is less than \$100,
R & T 11911."

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

SUNSHINE DISTRIBUTION, L.P.
970 West 190th Street, Suite 220
Torrance, California 90502
Attention: Mr. Stephen G. Hoy

Order NO: 9630322-21

(Space Above This Line For Recorder's Use Only)

SIDEYARD AND DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT

This Sideyard and Driveway Easement and Maintenance Agreement ("Agreement") is made as of September 30th, 1997 between SUNSHINE DISTRIBUTION, L.P., a Delaware limited partnership, (as successor in interest to Fremont Associates Inc., a California corporation) ("Sunshine") and BOEING REALTY CORPORATION (as successor in interest to McDonnell Douglas Realty Corporation, a California corporation) ("BRC") (Sunshine and BRC and their successors and assigns as owners of their respective properties, are sometimes referred to singularly as a "Party" and collectively as the "Parties").

RECITALS:

A. Sunshine is the fee owner of the real property in the City and County of Los Angeles, California, more particularly described on attached Exhibit "A" ("Parcel A").

B. BRC is the fee owner of the real property in the City and County of Los Angeles, California, more particularly described on attached Exhibit "B" ("Parcel B").

C. Each of Parcel A and Parcel B is sometimes referred to individually as a "Parcel" and collectively as the "Parcels".

D. Sunshine acknowledges that the obligations of BRC, as set forth in this Agreement, may be assigned to a owner's association for Parcel B.

E. As of the date of this Agreement, the Building Code of the City of Los Angeles requires sideyard space sixty (60) feet in width adjoining certain buildings in order to provide emergency and fire access.

F. Sunshine seeks to obtain certain permits from the City of Los Angeles for construction on Parcel A which will require the designation of a sixty foot sideyard.

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G. Sunshine and BRC recognize that the required sixty foot sideyard is not wholly contained on Parcel A and Parcel A and Parcel B must share a common space to comprise the required sixty foot sideyard.

H. The Parties desire to designate such a sideyard for the Parties' reciprocal benefit and to accept the benefits of such designation, subject to the terms and conditions set forth in this Agreement.

I. In addition, the Parties desire for the Parties' reciprocal benefit that a twenty-eight (28) foot wide fire lane be built within such sideyard and recognize that such fire lane will be built approximately half on Parcel A and half on Parcel B.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Parties, for themselves and their successors and assigns, as well as their various tenants, customers, occupants and invitees, declare and agree as follows:

1. Designation of Sideyard. BRC hereby designates and agrees to maintain a thirty-nine (39) feet sideyard on that portion of Parcel B for the benefit of Parcel A as described and depicted in Exhibit "C" (the "**BRC Sideyard**") and Sunshine hereby agrees to designate and maintain a twenty-one (21) feet sideyard on that portion of Parcel A for the benefit of Parcel B as described and depicted in Exhibit "D" (the "**Sunshine Sideyard**") (the BRC Sideyard and the Sunshine Sideyard hereinafter are collectively referred to as the "**Sideyard**").

2. Use Restrictions. BRC and Sunshine, on their own behalf and on behalf of their respective guests and their tenants, and the occupants, licensees, invitees and guests of such tenants, agree to refrain from any above-ground construction on the Sideyard which would (i) adversely impact the requirements for a sideyard established by the City of Los Angeles or (ii) be located in the Fire Lane, as hereinafter defined.

3. Grant of Fire Lane Easement. BRC hereby grants to Sunshine, and its successors and assigns, as an appurtenance to Parcel A and each and every part thereof, a perpetual and non-exclusive easement across and upon the westernmost 13 feet of the BRC Sideyard, as described and depicted in Exhibit "E", for the purpose of providing emergency vehicular ingress and egress to, from and between the eastern border of Parcel A and the remainder of Parcel A. Sunshine hereby grants to BRC, and its successors and assigns, as an appurtenance to Parcel B and each and every part thereof, a perpetual and non-exclusive easement across and upon the easternmost 15 feet of the Sunshine Sideyard, as described and depicted on Exhibit "F", for the purpose of providing emergency vehicular ingress and egress to, from and between the western border of Parcel B and the remainder of Parcel B. The

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portion of the Sideyard affected by the easements granted in this paragraph and the 28-foot wide fire lane to be constructed thereon shall be referred to herein as the **"Fire Lane"**.

4. Fire Lane Construction. Sunshine shall construct the Fire Lane in accordance with the plans and specifications which have previously been submitted to BRC and the Los Angeles Fire Department. Such Fire Lane construction shall include the construction of a fenced landscaped area bordering the Fire Lane, of sufficient width to permit each party to install private fire hydrants, if required by the Los Angeles Fire Department. BRC hereby grants to Sunshine, and its successors and assigns, a non-exclusive easement over, upon and across Parcel B to the extent necessary to enable Sunshine to construct the Fire Lane and to subsequently repair, maintain and replace the Fire Lane. Sunshine and BRC (and Sunshine's or BRC's successors and assigns, if such successors and assigns acquire their interests prior to construction of the Fire Lane) shall share equally the cost of construction of the Fire Lane, including the fenced landscaped area described above, but not including the cost of any private fire hydrants required by the Los Angeles Fire Department. The cost of such private fire hydrants, if required, shall be borne by the owner of the Parcel required to install such hydrants. Sunshine shall invoice BRC for its share of the costs of construction of the Fire Lane and BRC shall pay such invoices within thirty (30) days after receipt. Any payment which is not made within such thirty (30) day period shall bear interest at the rate announced from time to time by Wells Fargo Bank at its office in Los Angeles, California as its "Prime Rate" or the highest legal rate of interest from the date of receipt of an invoice therefore until paid, whichever is less.

5. Maintenance. Sunshine shall maintain, at its sole cost and expense, the Fire Lane (including the fenced landscaped area) in good, clean condition and repair, including, but not limited to any necessary and appropriate repair and replacement, provided that BRC or its successor does not install a "crash gate" restricting access into the Fire Lane. If such crash gate is installed, thereafter Sunshine and BRC (and Sunshine's or BRC's successors and assigns) shall share the cost of such maintenance on a pro rata basis based on the frontage of the respective Parcel as such respective Parcel relates to the overall length of the Fire Lane. Sunshine shall promptly invoice BRC or its successor for its share, if any, of the maintenance, repair and replacement expenses as they are incurred and such owner shall pay such invoices within thirty (30) days after receipt. Notwithstanding any other provisions hereof, if either Party or any tenant, customer, occupant or invitee of such Party (or their respective principals, officers, employees, contractors, subcontractors, agents or representatives, including, but not limited to, any person, performing work on the property of such Party) damages any portion of the Fire Lane, then the respective Party shall pay the costs and expenses for the repair and restoration of said damaged portion of the Fire Lane. If Sunshine fails to perform its maintenance within thirty (30) days after receipt of written notice from BRC, BRC may, but shall not be so obligated, perform such maintenance and be entitled to immediate reimbursement from Sunshine for one-half the cost of such maintenance. Any payment which is not made within such thirty (30) day period shall bear interest at the rate announced from time to time by Wells

Fargo Bank at its office in Los Angeles, California as its "Prime Rate" or the highest legal rate of interest from the date of receipt of an invoice therefore until paid, whichever is less.

6. No Fence. Except as set forth herein, no fence or barrier shall be erected on or across the Parcels which would obstruct or interfere with the uses permitted hereunder; provided, however, that any Party shall have the right to erect a temporary fence or barrier for one day each year (which day may only be Christmas or New Year's Day), for the sole purpose of avoiding any implied or implicit dedication of the Fire Lane to the public.

7. Taxes. Each Party shall pay when due all taxes and assessments levied on the Parcel owned by it.

8. Indemnity and Insurance. Each Party shall indemnify and hold the other Party harmless from and against all claims, liabilities and expenses arising out of or in any way connected with or resulting from the use of or damage to the Fire Lane by said Party or its tenants or subtenant or any of their respective suppliers, customers, employees, invitees, or licensees; provided, however, that all liabilities, costs and expenses arising out of or connected with the repair or maintenance of the Fire Lane shall be borne by the parties in the manner outlined in Paragraph 5. Each Party's use of the Fire Lane shall not unreasonably interfere with the business operations of the other Party. Each Party shall carry and upon request from time to time, shall furnish the other Party with an appropriate insurance company certificate certifying that the Party has obtained and is maintaining in full force and effect a policy or policies of liability insurance covering the use by any person of the Fire Lane, insuring against bodily injury, death and property damage in at least the amount then customarily carried by prudent business persons engaged in the businesses then being conducted on the Party's Parcel. The liability insurance policies required hereunder shall name the other Party as an additional insured Party, and shall provide that such policies' terms cannot be canceled, reduced or amended except upon thirty (30) days prior written notice to the other Party.

9. No Dedication. Nothing contained herein shall be construed to be a gift or dedication of any portion of the Fire Lane to or for the general public or for any public purposes whatsoever.

10. Further Actions. The Parties agree to execute such further documents, and take such further actions, as may reasonably be required to carry out the provisions of this Agreement, including, without limitation, such additional documents as may be required by the city of Los Angeles in connection with the designation of the Sideyard.

11. Cumulative Remedies. Upon any breach or default by either Party of its covenants hereunder, the nondefaulting Party shall have the right to demand by written notice to the defaulting Party that such breach or default be promptly cured. In the event that any defaulting Party shall fail to cure its breach or default within 30 days after receipt of such notice or to commence such cure within said 30-day period and thereafter diligently pursue the same to

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completion, then the nondefaulting Party shall have all such rights and remedies as may be available at law or in equity or hereunder including, without limitation, the following:

a. To cure the same on behalf of the defaulting Party and thereafter to demand reimbursement for all costs, fees and expenses incurred in connection with such cure together with interest from the date incurred until fully paid at the rate announced from time to time by Wells Fargo Bank at its offices in Los Angeles, California, as its "Prime Rate" or the maximum rate then permitted by law to be charged, whichever is less, all of which said defaulting Party hereby covenants and agrees to pay on demand;

b. To bring an action in equity or otherwise for specific performance or an injunction in order to enforce the provisions hereof or to enjoin the continuance of any such breach, default or violation or any attempt to violate the same; provided, however, that no such prior notice or demand shall be required in an emergency which immediately threatens the health or safety of a nondefaulting Party or its property.

All such rights and remedies shall be cumulative and not mutually exclusive, it being acknowledged and agreed that an action to sue for damages or for declaratory relief or both may not adequately compensate a nondefaulting Party upon any breach, default or violation of any other Party of the provisions hereof.

12. Effect on Mortgagees; Estoppel Certificates. No breach, default or violation by either Party of its covenants hereunder shall defeat or render invalid the lien of any mortgage, deed of trust or similar instrument which secures a loan or other extension of credit now or hereafter made in good faith and for value and which encumbers the land of said Party as a lien thereon subject to this Agreement; provided, however, that any owner of such an instrument shall, upon the acquisition of any right, title or interest in or to said land, take subject to this Agreement and any and all such breaches, defaults and violation then existing or thereafter occurring hereunder. Each Party shall also execute and deliver to the other such estoppel certificates as may reasonably be requested in order that the same can be delivered to a mortgagee requiring the same and having a lien on said Party's property affected hereby.

13. Arbitration. Any controversy arising from this Agreement, its breach or interpretation shall be determined by binding arbitration in accordance with this Section.

a. If either Party shall desire to commence any action against the other Party to enforce or to interpret any of the terms or provisions hereof, such action shall be decided by an arbitrator selected as follows: each of the Parties shall together select a single arbitrator or if the Parties are unable to agree upon such a single arbitrator within fifteen (15) days after written demand is given to select the same by any Party to the other Party, then any Party shall have the right to petition the Superior Court of the county of Los Angeles, California, to select such a single arbitrator.

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b. Each of the Parties shall initially share the arbitrator's fees, costs and expenses pro rata as and when the same are incurred provided, however, that the prevailing Party, as determined by the arbitrator, in any such action shall be entitled to recover from the non-prevailing Party said pro rata share as well as the reasonable fees, costs and expenses of its counsel incurred in connection with the prosecution or defense of such action.

c. The arbitration of such controversy shall be conducted in Los Angeles County, California, in accordance with California Code of Civil Procedure Sections 1280 through 1294.2. The arbitration shall encompass all issues of fact or law involved in the controversy, and the arbitrator shall have the power to award equitable relief, compensatory and punitive damages. The arbitrator shall also have the power and authority to hear and to determine all pre-trial motions and to resolve all discovery disputes. The decisions of the arbitrator shall be binding upon the parties.

14. Notice. Any notice or communication which either Party may desire to give to the other Party must be in writing and may be given by personal delivery, overnight mail courier, or by United States registered or certified mail, return receipt requested, to the Party to whom the notice is directed at the address of the Party set forth below, or at any other address as the Parties may later designate:

To Sunshine: Sunshine Distribution, L.P.
970 West 190th Street, Suite 220
Torrance, California 90502
Attn: Stephen G. Hoy

Copy to: D'Ancona & Pflaum
30 North LaSalle Street, Suite 2900
Chicago, Illinois 60602
Attn: Joel D. Rubin, Esq.

To BRC: Boeing Realty Corporation
4060 Lakewood Blvd., 6th Floor
Long Beach, California 90808-1700
Attn: Thomas Overturf

Copy to: Latham & Watkins
633 W. 5th Street
Los Angeles, CA 90071
Attn: Dale Neal, Esq.

Any notice under this paragraph, whether served personally or delivered by mail, shall be deemed given only upon actual receipt by the intended Party.

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Either Party may change its address for notice purposes by providing written notice to the other in the manner set forth above. Upon any change in ownership of a Parcel, however, such successor in interest to Sunshine or BRC, as the case may be, shall only be entitled to receive notices hereunder upon compliance with the following provisions. Such new owner shall cause to be recorded in the Official Records of Los Angeles County, California, a notice of change in ownership which sets forth the name of said new owner, its address for notice purposes hereunder and the particular lands affected by said change in ownership. Thereafter said new owner shall deliver to the other party hereto in accordance with the foregoing provisions of this section a copy of said recorded notice as well as a copy of the recorded instrument by which said new owner succeeded to the interest of Sunshine or BRC hereunder. Subsequent changes in address of any such successor in interest of BRC or Sunshine may be provided by written notice to the other party hereto as hereinabove provided.

15. Severability. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court of competent jurisdiction (including any arbitration) to be void or unenforceable, the same shall not affect any other provision of this Agreement, the application of the same or any other provision of this Agreement in any other circumstance, or the validity or enforceability of this Agreement as a whole, and such invalid or unenforceable provisions shall be deemed to be severed from this Agreement and shall not affect the remainder hereof.

16. Governing Law. This Agreement and covenants herein contained shall be governed by and construed in accordance with the laws of the State of California.

17. Covenants Running with the Land. Sunshine's and BRC's rights and obligations under this Agreement are covenants running with the land, which shall reciprocally benefit and burden Parcels A and B and upon recordation of the Agreement in the Official Records of the Los Angeles County Recorder, shall inure to the benefit of and shall be binding upon, those persons who now or hereafter own interests in Parcels A and B, respectively. The owner or owners of Parcel A or Parcel B, respectively, from time to time, shall only be liable for those matters and events which are attributable to the period of time during which such party retains any right, title, estate or interest in or to the Parcel A or Parcel B, as the case may be.

18. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the subject of this Agreement.

19. Amendment. Except as expressly provided in this Agreement, this Agreement may be modified only by a written and recorded agreement signed by the Parties or their respective successors or assigns.

20. Exhibits. All exhibits attached to this Agreement are incorporated in and made a part of this Agreement by reference.

97-1508163

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21. Multiple Copies. Multiple copies of this Agreement may be executed by the parties hereto, and any and all of which copies shall be deemed to an original and all of which shall be deemed to be but a single document.

IN WITNESS WHEREOF, the undersigned have executed this Sideyard Agreement as of the date first written above.

"Sunshine"

Sunshine Distribution, L.P., a Delaware limited partnership

By: 

Its: Managing Member of RREEF Distribution,
L.L.C., a general partner of
Sunshine Distribution, L.P.

"BRC"

BOEING REALTY CORPORATION, a _____
corporation,

By: _____
Its: _____

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21. Multiple Copies. Multiple copies of this Agreement may be executed by the parties hereto, and any and all of which copies shall be deemed to an original and all of which shall be deemed to be but a single document.

IN WITNESS WHEREOF, the undersigned have executed this Sideyard Agreement as of the date first written above.

"Sunshine"

Sunshine Distribution, L.P., a Delaware limited partnership

By: _____
Its: _____

"BRC"

BOEING REALTY CORPORATION, a *California* corporation

By: 
Its: DIRECTOR DEVELOPMENT

97-1508163

ILLINOIS
STATE OF ~~CALIFORNIA~~)
) SS
COUNTY OF Cook)

I, Keri-Ann Brantner, a
notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
James D. King, personally known to me to be the
_____ of Sunshine Distribution, L.P., a Delaware limited partnership, and
personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he/she, as such
_____, signed and delivered the said instrument as his/her free and voluntary act, and
as the free and voluntary act and deed of said corporation, for the uses and purposes therein set
forth.

GIVEN under my hand and official seal this 30 day of September, 1997.

Keri-Ann Brantner
Notary Public

My Commission Expires: June 30, 1999

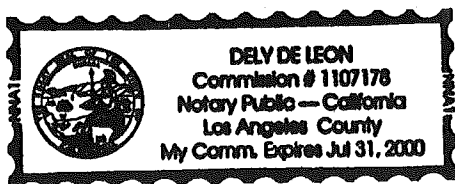


97-1508163

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State of California

County of Los Angeles

On September 25, 1997 before me, Dely De Leon, Notary Public, personally appeared Thomas Overturf personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal

Dely de Leon

Document: Site Yard Agreement - Torrance

97-1508163

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Exhibit "A"

Legal Description of Sunshine Parcel

THE LAND REFERRED TO IN THIS DESCRIPTION IS IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, AND IS DESCRIBED AS FOLLOWS:

PARCEL B, AS SHOWN ON PARCEL MAP-LOS ANGELES NO. 2894, IN THE CITY OF LOS ANGELES, AS PER MAP FILED IN BOOK 56 PAGE 51 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "B"

Legal Description of BRC Parcel

THAT PORTION OF RANCHO SAN PEDRO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF THE 50-FOOT RIGHT-OF-WAY OF THE PACIFIC ELECTRIC RAILWAY COMPANY ADJOINING NORMANDIE AVENUE ON THE WEST, DISTANT NORTHERLY 780 FEET MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 9 IN BLOCK 72 OF TRACT NO. 4983, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 58 PAGES 80, ET SEQ., OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, AS DESCRIBED IN THAT CERTAIN DEED TO THE UNITED STATES OF AMERICA, RECORDED AS DOCUMENT NO. 1720 IN BOOK 40472 PAGE 23 OF OFFICIAL RECORDS, OF SAID LOS ANGELES COUNTY; THENCE WESTERLY ALONG THE LINE DESCRIBED IN PARCEL "A" OF SAID DEED RECORDED IN BOOK 40472 PAGE 23, OFFICIAL RECORDS, PARALLEL WITH THE NORTH LINE OF SAID LOT 9 AND ITS PROLONGATIONS, 1050 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 40 SECONDS EAST ALONG THE LINE DESCRIBED IN SAID PARCEL "A", 780 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 31 SECONDS WEST ALONG THE LINE DESCRIBED IN SAID PARCEL "A" 1887.60 FEET TO THE EASTERLY LINE OF WESTERN AVENUE, 80 FEET WIDE, AS SHOWN ON RIGHT-OF-WAY, FILED IN BOOK 52 PAGE 47 OF RECORD OF SURVEYS OF SAID LOS ANGELES COUNTY; THENCE NORTH 0 DEGREES 22 MINUTES 04 SECONDS WEST 1230.35 FEET ALONG SAID EASTERLY LINE OF WESTERN AVENUE TO THE SOUTHWESTERN TERMINUS OF THAT CERTAIN COURSE DESCRIBED IN PARCEL NO. 1 OF THE QUITCLAIM DEED OF HARVEY ALUMINUM, INC., RECORDED IN BOOK D-586 PAGE 796, OFFICIAL RECORDS OF SAID LOS ANGELES COUNTY, HAVING A BEARING OF SOUTH 89 DEGREES 37 MINUTES 56 SECONDS WEST AND A DISTANCE OF 10.00 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 56 SECONDS EAST 10.00 FEET; THENCE CONTINUING ALONG THE LINE DESCRIBED IN PARCEL NO. 1 OF SAID DEED, RECORDED IN BOOK D-586 PAGE 796 OF SAID OFFICIAL RECORDS, SOUTH 0 DEGREES 22 MINUTES 04 SECONDS EAST 172.51 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 56 SECONDS EAST 6.55 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 04 SECONDS EAST 84.12 FEET; THENCE SOUTH 45 DEGREES 11 MINUTES 14 SECONDS EAST 158.41 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 41 SECONDS EAST 960.03 FEET TO THE SOUTHWEST CORNER OF PARCEL 2 OF SAID QUITCLAIM DEED, RECORDED IN BOOK D-586 PAGE 796, OFFICIAL RECORDS; THENCE NORTH 89 DEGREES 58 MINUTES 11 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. 2, 33.60 FEET; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL NO. 2, NORTH 0 DEGREES 02 MINUTES 12 SECONDS WEST 2731.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 403.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39 DEGREES 15 MINUTES 34 SECONDS, A DISTANCE OF 276.14 FEET TO A POINT, A RADIAL THROUGH SAID POINT BEARS NORTH 50 DEGREES 56 MINUTES 38 SECONDS WEST; THENCE LEAVING SAID CURVE, NORTH 0 DEGREES 02 MINUTES 44 SECONDS WEST 161.13 FEET TO A POINT IN THE SOUTHERLY LINE OF 190TH STREET, 66 FEET WIDE, AS SHOWN IN BOOK 52 PAGE 47 OF RECORD OF SURVEYS OF SAID LOS ANGELES COUNTY, SAID POINT BEING THE NORTHEASTERLY CORNER OF PARCEL NO. 2 OF SAID QUITCLAIM DEED, RECORDED IN BOOK D-586 PAGE 796, OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF 190TH STREET, NORTH 89 DEGREES 56 MINUTES 46 SECONDS EAST 1729.56 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID FIRST-MENTIONED 50-FOOT RIGHT-OF-WAY OF THE PACIFIC ELECTRIC RAILWAY COMPANY; THENCE ALONG SAID WESTERLY LINE OF SAID 50-FOOT RIGHT-OF-WAY, SOUTH 0 DEGREES 02 MINUTES 40 SECONDS EAST 3232.35 FEET TO THE POINT OF BEGINNING.

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Exhibit "C"

Legal Description of BRC Parcel Sideyard

A NON-BUILDABLE EASEMENT, 39.00 FEET IN WIDTH, OVER A PORTION OF THE 638.94 ACRE ALLOTMENT OF MARIA DEL LOS REYES DOMINGUEZ, AND A PORTION OF THE 639.07 ACRE ALLOTMENT OF GUADALUPE MARCELINA DOMINGUEZ, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP OF PARTITION OF THE RANCHO SAN PEDRO, FILED IN CASE NO. 3284 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES, SAID MAP BEING FILED AS CLERK'S FILED MAP NO. 145 IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY, THE WESTERLY LINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "B", AS SHOWN ON PARCEL MAP L.A. NO. 2894, FILED IN BOOK 56, PAGE 51 OF PARCEL MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY:

THENCE NORTH 00°03'18" WEST ALONG THE EASTERLY LINE OF SAID PARCEL "B", A DISTANCE OF 20.11 FEET TO THE TRUE POINT OF BEGINNING:

THENCE CONTINUING NORTH 00°03'18" WEST ALONG SAID EASTERLY LINE, 2045.00 FEET.

THE SIDE LINE OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED TO TERMINATE SOUTHERLY IN A LINE AT RIGHT ANGLES TO SAID EASTERLY LINE AND PASSING THROUGH THE TRUE POINT OF BEGINNING, AND TO TERMINATE NORTHERLY IN A LINE AT RIGHT ANGLES TO SAID EASTERLY LINE AND PASSING THROUGH THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE OF SAID EASTERLY LINE DESCRIBED AS HAVING A DISTANCE OF 2045.00 FEET.

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Exhibit "D"

Legal Description of Sunshine Parcel Sideyard

A NON-BUILDABLE EASEMENT, 21.00 FEET IN WIDTH, OVER A PORTION OF PARCEL "B", AS SHOWN ON PARCEL MAP L.A. NO. 2894, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 56, PAGE 51 OF PARCEL MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THE EASTERLY LINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "B";

THENCE NORTH 00°03'18" WEST ALONG THE EASTERLY LINE OF SAID PARCEL "B", A DISTANCE OF 20.11 FEET TO THE TRUE POINT OF BEGINNING:

THENCE CONTINUING NORTH 00°03'18" WEST ALONG SAID EASTERLY LINE, 2045.00 FEET.

THE SIDE LINE OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED TO TERMINATE SOUTHERLY IN A LINE AT RIGHT ANGLES TO SAID EASTERLY LINE AND PASSING THROUGH THE TRUE POINT OF BEGINNING, AND TO TERMINATE NORTHERLY IN A LINE AT RIGHT ANGLES TO SAID EASTERLY LINE AND PASSING THROUGH THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE OF SAID EASTERLY LINE DESCRIBED AS HAVING A DISTANCE OF 2045.00 FEET.

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Exhibit "E"

Legal Description of Fire Access Easement over BRC Parcel

AN EASEMENT FOR FIRE ACCESS PURPOSES, 13.00 FEET IN WIDTH, OVER A PORTION OF THE 638.94 ACRE ALLOTMENT OF MARIA DEL LOS REYES DOMINGUEZ, AND A PORTION OF THE 639.07 ACRE ALLOTMENT OF GUADALUPE MARCELINA DOMINGUEZ, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP OF PARTITION OF THE RANCHO SAN PEDRO, FILED IN CASE NO. 3284 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES, SAID MAP BEING FILED AS CLERK'S FILED MAP NO. 145 IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY, THE WESTERLY LINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "B", AS SHOWN ON PARCEL MAP L.A. NO. 2894, FILED IN BOOK 56, PAGE 51 OF PARCEL MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY:

THENCE NORTH 00°03'18" WEST ALONG THE EASTERLY LINE OF SAID PARCEL "B", A DISTANCE OF 26.61 FEET TO THE TRUE POINT OF BEGINNING:

THENCE CONTINUING NORTH 00°03'18" WEST ALONG SAID EASTERLY LINE, 2066.94 FEET.

THE SIDE LINE OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED TO TERMINATE SOUTHERLY IN A LINE AT RIGHT ANGLES TO SAID EASTERLY LINE AND PASSING THROUGH THE TRUE POINT OF BEGINNING, AND TO TERMINATE NORTHERLY IN A LINE AT RIGHT ANGLES TO SAID EASTERLY LINE AND PASSING THROUGH THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE OF SAID EASTERLY LINE DESCRIBED AS HAVING A DISTANCE OF 2066.94 FEET.

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Exhibit "F"

Legal Description of Fire Access Easement over Sunshine Parcel

AN EASEMENT FOR FIRE ACCESS PURPOSES, 15.00 FEET IN WIDTH, OVER A PORTION OF PARCEL "B", AS SHOWN ON PARCEL MAP L.A. NO. 2894, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 56, PAGE 51 OF PARCEL MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THE EASTERLY LINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "B";

THENCE NORTH 00°03'18" WEST ALONG THE EASTERLY LINE OF SAID PARCEL "B", A DISTANCE OF 26.61 FEET TO THE TRUE POINT OF BEGINNING:

THENCE CONTINUING NORTH 00°03'18" WEST ALONG SAID EASTERLY LINE, 2066.94 FEET.

THE SIDE LINE OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED TO TERMINATE SOUTHERLY IN A LINE AT RIGHT ANGLES TO SAID EASTERLY LINE AND PASSING THROUGH THE TRUE POINT OF BEGINNING, AND TO TERMINATE NORTHERLY IN A LINE AT RIGHT ANGLES TO SAID EASTERLY LINE AND PASSING THROUGH THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE OF SAID EASTERLY LINE DESCRIBED AS HAVING A DISTANCE OF 2066.94 FEET.

97-1508163